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Attorneys for Defendant  
AMERICAN AIRLINES, INC.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

EDWARD E. ANDERSON,

Plaintiff,

v.

AMR The parent of AMERICAN AIRLINES  
INC, AMERICAN AIRLINES, and DOES 1  
through 5 INCLUSIVE,

Defendants.

Case No. 07-cv-3527 WHA

**JOINT STATEMENT PURSUANT TO  
FEDERAL RULES OF CIVIL  
PROCEDURE 26(F)**

**Scheduling Conference**

Date: October 11, 2007  
Time: 11:30 a.m.  
Courtroom: 9

Pursuant to Federal Rule of Civil Procedure 26(f), Local Civil Rule 16-9, and this Court's July 6, 2007, Order Setting Initial Case Management Conference and ADR Deadlines, Plaintiff EDWARD E. ANDERSON ("Plaintiff") and Defendant AMERICAN AIRLINES, INC. ("Defendant") hereby submit the following report:

**A. Procedural Posture of Case**

Plaintiff initiated this action on June 8, 2007, in the Superior Court for the County of San Francisco. Plaintiff served the Complaint on Defendant's agent for service of process on or about June 8, 2007. On July 5, 2007, Defendant timely filed an Answer to Plaintiff's Complaint. Thereafter, on July 6, 2007, Defendant timely removed the action to this Court based upon diversity of citizenship jurisdiction and, as demonstrated in Defendant's Notice of Removal and as further set forth below, premised upon the fact that the \$75,000 jurisdictional pre-requisite was met.

The Initial Case Management Conference in this matter has been scheduled for October 11, 2007. On September 20, 2007, newly-substituted in counsel for Plaintiff and counsel for Defendants met and conferred regarding this matter, and engaged in follow-up correspondence, as required pursuant to Federal Rule of Civil Procedure 26(f) and Local Civil Rule 16-9.

**B. Jurisdiction and Service**

*Plaintiff's position:* Plaintiff filed the case in State Court under the California Fair Employment and Housing Act, with venue in San Francisco County, where the San Francisco International Airport is located. Plaintiff contends all parties were served and that Defendant removed the case to federal court.

*Defendant's position:* Defendant American Airlines, Inc. was served as indicated, above, on June 8, 2007. To Defendant's knowledge, AMR Corporation has not yet been served with the Complaint in this action.

**C. Facts**

*Plaintiff's Contentions:* Plaintiff contends the fact will show that: Mr. Anderson was a Sky-cap for TWA for many years. TWA was purchased by AMR. As part of the agreement with TWA, AMR agreed that Mr. Anderson and the other Sky-caps employment was to be continued under the same terms and conditions that had occurred prior the purchase. Mr. Anderson has been employed

1 by AMR for the last 20 years. After AMR took over, it attempted to replace the Sky-caps, but a  
2 Federal court ruled that AMR's attempt to replace the Sky-caps was illegal and ordered AMR to  
3 refrain from any further actions against the Sky-caps and Mr. Anderson.

4 In August 2005, AMR again attempted to eliminate the remaining Sky-caps when it installed  
5 a new system to check bags at the airport. The new system required the passenger to pay \$2.00 per  
6 bag to go to AMR. Traditionally, a substantial part of the Sky-caps income was from tips for  
7 assisting passengers with their bags. Under the new system the passengers were charged by AMR  
8 for their bags and any tips to the Sky-caps fell off precipitously.

9 AMR then decided to do away with most Sky-caps and contract most the Sky-cap duties to  
10 an outside vendor. Despite the fact that Mr. Anderson had seniority over the other Sky-caps he was  
11 denied seniority to which he was entitled. Skycaps were assigned to a specific station and could no  
12 longer move to the place where they were needed. Mr. Anderson was assigned to the worst bag  
13 check area. Mr. Anderson was placed in an area with a defective machine for bagging tags. The  
14 machine was often out of order which meant that he could not assist passengers with their bags and  
15 therefore would not have any chance to receive tips. Mr. Anderson's income suffered twice as a  
16 result of this discrimination, once from the new system and second from the fact he was often put in  
17 the area with the defective machine.

18 In the past Mr. Anderson could receive approximately \$100.00 in tips per shift, in a good  
19 location. As a result of the above actions, Mr. Anderson has received approximately \$25.00 in tips  
20 per shift at the station where he is located. Hence he has been damaged in the amount of at least  
21 \$75.00 per shift. Mr. Anderson usually works about five shifts per week. Therefore from August  
22 15, 2005 until June 30, 2007, Mr. Anderson has been damaged in the amount of \$39,500. In  
23 addition, Mr. Anderson suffered the indignities of insults, ridicule, and disdain, loss of status, injury  
24 to his reputation, and pain and suffering from egregious mistreatment. All the above actions were  
25 calculated to harass and intimidate Mr. Anderson with the goal of forcing him to quit. As a result,  
26 Mr. Anderson should be compensated in the amount of an additional \$39,500.00 in non-economic  
27 damages.

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1        *Defendant's Contentions:* At all relevant times to the allegations contained in the Complaint,  
2 Plaintiff has been employed by Defendant American Airlines, Inc. At no time has Plaintiff been  
3 employed by AMR Corporation, which Plaintiff named as a Defendant in this action but has not yet  
4 served it with the Complaint and, as such, AMR Corporation has not yet appeared in this action.  
5 Defendant denies Plaintiff's allegations and contend that each of his claims are without merit.

6        **D.     Legal Issues**

7        *Plaintiff's Position:* Plaintiff per the complaint contends: Plaintiff should obtain injunctive  
8 relief that ordered defendant to cease the calculated discrimination against Plaintiff by placing  
9 Plaintiff in undesirable locations, with less traffic, with broken machines, with regard to his  
10 seniority, and for work shifts with hours less that Plaintiff requested and others were awarded.  
11 Defendant's actions constitute age and race discrimination against Plaintiff, an African-American,  
12 age 73 in violation of the California Fair Employment and Housing Act. Defendant's actions were  
13 retaliation in violation of the California Fair Employment and Housing Act in response to the fact  
14 that Plaintiff spoke up for himself and others. Defendant's actions constituted negligent infliction of  
15 emotional distress. Defendant's actions constituted intentional infliction of emotion distress. In  
16 addition to damages for lost wages, and emotional distress, Plaintiff was entitled to statutory attorney  
17 fees, and punitive damages.

18        *Defendant's Position:* Defendant believes the primary legal issue to be determined in this  
19 case is whether or not the actions by Defendant as complained of by Plaintiff in the Complaint  
20 (which Defendant asserts were undertaken, if at all, for legitimate business reasons) were a pretext  
21 for or were intended to discriminate against the Plaintiff on an impermissible statutory basis. It is  
22 Defendant's legal position that they were not and, further, that Plaintiff has absolutely no evidence to  
23 support his allegation that they were.

24        **E.     Motions**

25        *Plaintiff's Position:* None pending. Plaintiff anticipates summary judgment motions in favor  
26 of Plaintiff and Defendant.

27        *Defendant's Position:* Defendant anticipates filing a motion for summary judgment of all  
28 claims alleged against it.

1           **F.     Amendment to Pleadings**

2           The parties do not anticipate any amendments to the pleadings.

3           **G.     Evidence Preservation**

4           *Plaintiff's Position:* Plaintiff will take steps to preserve evidence re machines used in  
5 handling bags and all communications regarding issues in case.

6           *Defendant's Position:* Defendant has taken appropriate steps to preserve information  
7 relevant to Plaintiff's claims, including all electronic evidence.

8           **H.     Disclosures**

9           The parties agreed their initial disclosures required pursuant to Rule 26(a)(1) will be made no  
10 later than October 4, 2007.

11          **I.     Discovery**

12          There has been no discovery completed to date.

13          **Anticipated discovery:**

14          *By Plaintiff:* If the use of Early Neutral Evaluation does not result in settlement, Plaintiff will  
15 conduct full discovery, included admissions, interrogatories, and demand for production of  
16 documents, and will take depositions of management and supervisor employees, and statements or  
17 depositions from co-workers.

18          *By Defendant:* Defendant intends to depose Plaintiff regarding his allegations and serve  
19 written discovery as soon as possible. Additional written discovery will be necessary, depending  
20 upon the outcome of the Early Neutral Evaluation conference.

21          The parties estimate they should be able to complete discovery by March 2008.

22          **Changes to discovery limitations:** The parties do not believe there is an immediate need to  
23 modify the discovery limitations placed upon discovery by the federal rules. The parties will, to the  
24 extent necessary, explore that issue at a later date.

25          **Electronic discovery:** Defendant American Airlines, Inc. maintains a personnel file as to  
26 Plaintiff. Some portion of those documents may consist of emails or electronic documents. This file  
27 has been preserved. There also may be additional emails or electronic documents that potentially are  
28 relevant to Plaintiff's allegations. Otherwise, there do not appear to be any additional electronic

records or discovery applicable to Plaintiff's claims, but further assessment may be necessary as the case develops.

**J. Class Action**

The case has been pled as a single-plaintiff case.

**K. Related Cases**

The parties are unaware of any related cases pending in any court or administrative body.

**L. Relief**

Plaintiff requests \$34,500 in lost wages from discrimination. There are no medical injuries or damages. Plaintiff requests \$34,500 in emotional non-economic damages. Plaintiff will seek punitive damages of \$100,000. Plaintiff seeks attorneys fees and costs as well. Plaintiff will seek remedial relief.

**M. Settlement and ADR.**

*Plaintiff's position:* Prior to commencing litigation, Plaintiff submitted a detailed settlement demand to Defendant. There was no response. In the event there is a good faith response at or before the time of the Early Neutral Evaluation, the demand and response may provide the framework for settlement utilizing the Early Neutral Evaluation ADR procedure. Plaintiff proposes Non-binding Arbitration should the case not settle at the Early Neutral Evaluation conference.

*Defendant's position:* As per the Stipulation filed by the parties, the parties agreed to submit the case to an Early Neutral Evaluation conference as provided for under this Court's ADR Multi-Option Program. If settlement does not result from the Early Neutral Evaluation conference, Defendant would not be interested in non-binding arbitration.

**N. Consent to Magistrate Judge**

The parties do not consent to have a magistrate judge conduct all further proceedings at this time.

**O. Other References**

The parties do not believe the case is suitable for reference to binding arbitration, a special master, or the Judicial Panel at this time

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**P. Narrowing of Issues**

Should the matter proceed to trial, Defendant intends to seek to bifurcate the issue of punitive damages.

**Q. Expedited Schedule**

The parties are not in a position to agree to an expedited schedule at this time.

**R. Scheduling**

The parties propose the following dates:

Discovery cutoff: April 7, 2008

Hearing date for motions: May 12, 2008

Pretrial conference: Week of June 9, 2008

Trial: Week of July 14 or 21, 2008

**S. Trial Estimate.**

*Plaintiff's position:* Plaintiff requests a jury trial. The removal to federal court was unanticipated. Plaintiff is therefore able to make a timely demand, within time deadlines that would otherwise apply to complaints filed in state court, then removed. Plaintiff estimates that a jury trial will take 4 to 5 days.

*Defendant's position:* No timely jury demand has been filed and the time by which to do so has passed. Fed. R. Civ. Proc. 81(c). Therefore, the case will be heard as a bench trial. Defendant therefore estimates trial in this matter to be 2 days.

**T. Disclosure of Non-party Interested Entities or Persons**

*Plaintiff's position:* Plaintiff's attorney is filing the Certification of Interested Entities or Persons. Other skycaps: This action is brought solely on behalf of Plaintiff Anderson. However, Plaintiff's attorney, on information and belief, is aware that there may be an action in St. Louis, Missouri, that also contests the new baggage fee policy. Plaintiff's attorney is unaware of its status.

*Defendant's position:* Defendant filed a Certification of Interested Entities or Persons. In any event, the undersigned certifies that the following listed persons, associations of person, firms, partnerships, corporations (including parent corporations) or other entities (i) have a financial interest in the subject matter in controversy or in a party to the proceeding, or (ii) have a non-



1 financial interest in that subject matter or in a party that could be substantially affected by the  
2 outcome of this proceeding:

<u>Name</u>	<u>Connecting and Interest</u>
1. Edward E. Anderson	Plaintiff
2. AMR Corporation	Defendant and parent corporation to American Airlines, Inc.
3. American Airlines, Inc.	Defendant and wholly-owned subsidiary of AMR Corporation

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9 Respectfully Submitted,

10 DATED: October \_\_\_\_, 2007


LAW OFFICE OF FREDERICK C. ROESTI

11  
12 By: \_\_\_\_\_  
13 FREDERICK C. ROESTI

14 Attorneys for Plaintiff  
EDWARD E. ANDERSON

15 DATED: October 4, 2007

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A Professional Corporation

17  
18 By:  \_\_\_\_\_  
19 KENNETH R. O'BRIEN  
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20 Attorneys for Defendant  
21 AMERICAN AIRLINES, INC.  
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1 financial interest in that subject matter or in a party that could be substantially affected by the  
2 outcome of this proceeding:

3	<u>Name</u>	<u>Connecting and Interest</u>
4	1. Edward E. Anderson	Plaintiff
5	2. AMR Corporation	Defendant and parent corporation to American Airlines, Inc.
6		
7	3. American Airlines, Inc.	Defendant and wholly-owned subsidiary of AMR Corporation
8		

9 Respectfully Submitted,

10 DATED: October 4, 2007

LAW OFFICE OF FREDERICK C. ROESTI

11 By: Frederick C. Roesti  
12 FREDERICK C. ROESTI

13 Attorneys for Plaintiff  
14 EDWARD E. ANDERSON

15 DATED: October \_\_\_\_\_, 2007

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